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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NEW COVENANT CHARTER SCHOOL

AND

**NEW COVENANT CHARTER SCHOOL
EDUCATION FACULTY ASSOCIATION**

July 1, 2002 – June 30, 2008

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ARTICLE 1. CERTIFICATION

1.0.1 Exclusive Recognition. The New Covenant Charter School Education Faculty Association ("Association") is the certified, exclusive representative for all full time regular teachers, social workers and library media specialists as defined in a PERB Order C-5179, dated June 12, 2002. Excluded are tutors, student support managers, school technology managers, user support technicians, administrators, managerial or confidential employees and all other employees.

1.0.2 Teacher(s) Define. The terms Teacher or Teachers when used in this Agreement shall refer to all employees in the negotiating unit described above.

1.0.3 Substitute Teachers. If a teacher is on a leave of absence of five months or more and a substitute teacher is placed in such position, the substitute teacher will be placed in the bargaining unit for the period of such leave of absence. If a teacher is absent continuously from school for five months or more, but is not granted a leave of absence, and a substitute teacher fills that continuous vacancy, then the substitute teacher shall be placed retroactively in the bargaining unit for the period he or she serves in the position.

ARTICLE 2. DEDUCTION

2.0.1 Deduction, Transmission. The Board agrees that the Association shall have the exclusive right to have its membership dues deducted from the salaries of those Teachers who individually and voluntarily authorize such deduction, and to have agency fees deducted from the salaries of those Teachers who do not so authorize membership dues deduction. All membership dues and agency fees deducted from Teachers' salaries shall be transmitted to the Association in a single lump sum, and the Association shall be solely responsible for the proper distribution of such dues and agency fee deductions.

2.0.2 Amount. The Association shall certify in writing to the Board and its School Business Manager the amount of such membership dues and agency fees and changes in amount. The Board shall make such deductions commencing with the first payroll period within thirty (30) days after receipt of a written notice of the amount of dues and written authorization of agency fees to be deducted. At the time that Union dues deduction is first implemented for a teacher, the Board shall have two pay periods from the time it receives notice from NYSUT of the dues amount owed by that teacher to implement such change. Thereafter, dues shall be deducted and transmitted on a current payroll basis.

2.0.3 September List of Authorizations. No later than the third week in September, the Association shall provide the Board with a list of those Teachers who have voluntarily authorized the Board to deduct dues for the Association and those who chose agency fee. The Association affirms that it has adopted such procedure for refund of agency fee deductions.

2.0.4 Transmittal. The Board shall transmit the total amount of dues deducted in each payroll period to the Association during that payroll period. A listing of the Teachers for

whom dues and agency fee deductions have been made, and the amount deducted for each, and the date of the commencement of such deductions shall accompany the final transmittal.

2.0.5 Indemnification. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the Board pursuant to the provisions of this Article and provided the Board makes such deductions in accordance with this Article.

ARTICLE 3. TEACHER CONTRACTS, DISCIPLINE AND DISCHARGE

3.0.1 Effective September 1, 2005, this Article provides:

3.0.2 Teachers shall be offered individual, one year contracts at time of hire. If extended, a one year contract shall be granted at the end of the first and the second year of employment. Such contracts may be terminated without cause upon twenty (20) work days' notice or twenty (20) work days' pay without notice.

3.0.3 Teachers continued after completing three years of employment shall receive the benefits of this Article. Provided, however, that in determining service of three years employment or more with the School, the School shall calculate service accrued at the commencement of the 2004-2005 school year.

3.0.4 All contracts and continued employment are contingent on Charter renewal by the SUNY Board of Trustees and the Board of Regents.

3.0.5 After three years of employment, no one shall be disciplined nor discharged without cause. A teacher shall receive a statement of reasons for cause for termination. Such teacher may file a grievance at the second step of the grievance procedure. Cause shall include, misconduct, and incompetence. The Board's determination that cause exists to discipline or discharge a teacher shall be reviewed by an arbitrator jointly selected by the parties, but the determination of the arbitrator shall be advisory only, and shall not be binding on the Board. The following factors may be considered in determining whether cause exists:

Failure to maintain continuous improvement in standardized test scores

Failure to comply with and submit Benchmarks.

3.0.7 A teacher may resign from the School by providing the Board thirty (30) calendar days written notice.

3.0.8 Notice of contract renewal shall be given by May 15 in each year of the probationary appointment.

ARTICLE 4. PERFORMANCE REVIEW

4.0.1 Teacher Performance Appraisal. The evaluative process for teachers will be developed by a committee of equal numbers of teachers and administrators. The teacher members shall be selected by the Union. The recommendations of the Committee will be provided to the Principal, Board and Union for approval. The Edison Model will be considered as part of the process and will remain in place until the Committee can reach a consensus on modifications to the evaluative process, consistent with State law.

The Committee will consider, as part of its deliberations, the following as part of the evaluative process:

- Continuous improvement in standardized test scores;
- Compliance with Benchmark testing and timely submission of data;
- Compliance with preparation and submission of QLCs; and
- Compliance with and submission of parent questionnaire/surveys.

Other criteria as part of the evaluative process shall be developed by the Committee.

All evaluations shall include a minimum of two observations in each year a teacher has entered into a one year contract. Teachers who have worked for the school for more than three (3) years as defined in Article 3 will be evaluated at least once each year. Such formal evaluations will be in writing and provided to the teacher.

ARTICLE 5. LEGAL COUNSEL

5.0.1 Assault. Any case of assault upon a Teacher while in the performance of his/her duties shall be promptly reported to the Board and the Principal. The Board will provide legal counsel in such cases to advise the Teacher of his/her rights and obligations with respect to such assault, and shall render all necessary assistance to the Teacher in connection with the handling of the incident.

5.0.2 Suit. If any Teacher is complained against or sued as a result of any lawful action taken by the Teacher while in discharge of his/her duties within the scope of his/her employment upon due and timely notification, the Board will provide legal counsel and render all necessary assistance to the Teacher in his/her defense. The Teacher must, however, within five (5) working days of service of a summons, complaint or other legal paper, deliver the original or a copy thereof to the Principal.

5.0.3 Indemnification. Consistent with Education Law, Sections 3028, 3028-a, 3028-b and 3028-c, a teacher shall have immunity from civil liability for good faith reporting of student alcohol abuse, narcotic addiction, drug abuse, child abuse, child abuse in an educational setting or acts of violence against a student or weapons possession. In addition, provided a teacher reports to the Board of Trustees within ten days of receiving notice of a civil or criminal action arising out of the imposition of student discipline in the scope of the teacher's employment, then the school shall provide an attorney or pay attorney's fees and expenses incurred in the teacher's defense.

ARTICLE 6. WORK YEAR AND DAY

6.0.1 This Article shall be effective no earlier than the 2005-2006 school year, consistent with the School Charter.

6.0.2 Work Year. The school year for teachers shall be no more than 189 school days. Such school instructional calendar shall be set at 187 school days and will start and end its instructional program with the City School District of Albany calendar to the extent practicable. The 189 day work year will include 5 emergency days. If 5 emergency days are used teachers shall work 184 days; if 4 days are used teachers shall work 185 days, and if 3 or less days are used teachers shall work 186 days. Teachers in their first full year of employment also shall be required to attend a five (5) day training program at the Success for All Academy, in addition to their normal work year and shall be paid at their daily rate for such training.

6.0.3 Faculty Meetings. Every effort will be made to give a one week notification of a faculty meeting. Upon prior request, the Association shall be given ten (10) minutes at any faculty meeting. Attendance at faculty meetings is the professional responsibility of Teachers. If a teacher must leave before the end of a faculty meeting, prior notice shall be given to the administrator in charge. Faculty meetings shall not exceed one per month, except in emergency circumstances.

6.0.4 Quarterly Learning Contract Days. Teachers shall be required to attend four (4) QLC sessions per year. Each session will be free of students and the hours shall be from 12:00 p.m. to 6:00 p.m. These times and conditions may change upon review by the principal and the Leadership Team.

6.0.5 Work Day. The school day shall begin at 7:45 a.m. and end at 3:30 p.m. for instruction. Teachers are expected to be available from 7:30 a.m. until 4:00 p.m., except no more than once each month teachers may be asked to be available until 5:00 p.m. for professional development or faculty meetings. There will be two preparation periods during the instructional school day for regular classroom teachers and an average of two preparation periods today for special subject teachers. The period from 3:30-4:00 p.m. will be available for common team meetings, professional development, parent teacher conferences or faculty meetings.

6.0.6 Lunch. Teachers shall have a daily duty free, 20-minute lunch period.

6.0.7 Success for All. Lead teachers shall be granted an extra one-half day per month duty free for preparation. The Success for all Reading Coordinators shall be released one day a month if assigned to teaching duties.

ARTICLE 7. ASSIGNMENT, TRANSFER AND LAYOFFS

7.0.1 Assignments. Teachers shall be given their tentative assignment for the following school year by June 1 of the preceding school year.

7.0.2 Posting. When a vacancy occurs in the Charter School, it shall be posted for no less than seven (7) days on appropriate bulletin boards and on Edison's intranet, The Common prior to being filled. The President of the Association shall receive a copy of the posting.

7.0.3 Reassignments or Vacancies. As of April 1st of each year, teachers requesting reassignment for the following school year shall submit the request in writing to the Principal, identifying the position or grade level requested.

Each teacher returning from leave will have the opportunity to apply for vacancies appropriate to the Teacher's certification area. Such Teachers will be considered for the vacant positions. Candidates will be considered based on their qualifications with the final assignment being made by the Principal.

7.0.5 Layoffs.

(a) In the event of layoffs, teachers who have received notice of layoff will have the opportunity to apply for vacancies appropriate to the teacher's certification area. Such teachers will be granted an interview and will be considered for the vacant positions. Candidates will be considered based on their qualifications with the final assignment being made by the Principal.

(b) When a position is abolished, teachers in the area of certification who have been employed by the school for less than three years will be displaced prior to teachers who have been employed by the school in the area of certification for three or

more years. Those teachers in the area of certification serving three or more years shall be laid off in order of least seniority to most seniority. Teachers with less than three years of service may be displaced based on qualifications and in the discretion of the Principal.

ARTICLE 8. SALARIES

Section 8.1 Salaries

8.1.1 Salary.

1. 2002-2003

(a) Each teacher on the payroll prior to June 30, 2002 who has continued on the payroll at the time of execution of this Agreement, shall receive a raise of three percent (3%) over his/her 2001 – 2002 salary, as appropriate, or the minimum salary at BA or MA, whichever is higher, retroactive to the start of the 2002-03 school year. The salary schedule is set forth in Appendix B.

(b) Teachers hired after June 30, 2002 shall receive no increase for the 2002-03 school year unless a salary adjustment is necessary to meet the minimum salary of BA or MA.

2. 2003-2004

(a) At the start of the 2003-04 school year, teachers hired prior to June 30, 2003 shall have their salaries increased by two (2%) percent or the minimum salary of BA or MA, whichever is higher. Effective September 1, 2003 teachers shall receive an increment by moving one step on the salary schedule.

(b) Teachers hired after June 30, 2003 shall receive no increase for the 2003-04 school year unless a salary adjustment is necessary to meet the minimum of BA or MA of the salary schedule.

3. 2004-2005

(a) Effective September 1, 2004, teachers shall receive an increment by moving one step on the salary schedule.

- (b) Effective September 1, 2004, the salary schedule shall be increased by 2%.

4. 2005-2006

(a) Effective September 1, 2005, teachers shall receive an increment by moving one step on the salary schedule.

- (b) Effective September 1, 2005, the salary schedule shall be increased by 2.75%.

5. 2006-2007

(a) Effective September 1, 2006, teachers shall receive an increment by moving one step on the salary schedule.

- (b) Effective September 1, 2006, the salary schedule shall be increased by 3%.

6. 2007-2008

(a) Effective September 1, 2007, teachers shall receive an increment by moving one step on the salary schedule.

- (b) Effective September 1, 2007, the salary schedule shall be increased by 3.25%.

Increment Eligibility

Teachers hired and on the payroll between September 1 and February 1 shall receive an increment the following September. Teachers hired after February 1 shall receive an increment the September following the next September after their initial hire and employment date.

7. Salary Adjustments and Retroactivity for Current Employees

(a) Notwithstanding Paragraphs 1-5 in calculating retroactive pay for teachers on the payroll, the Board must subtract from such retroactive sums, overpayments made

in any year to teachers for assignments, including Lead Teacher, and Success for All Coordinators, not performed; degrees not attained; or salary adjustments that are inconsistent with the negotiated salary increases in the Agreement. The School shall not make adjustments that exceed retroactive payments due in any year. Provided, however, that nothing shall prevent the Board from properly adjusting base salary prospectively.

8. Salary Adjustments and Retroactivity for Employees Separated from School Employment

This paragraph shall apply to any teacher not on the payroll at the time the Agreement is signed and such teacher shall be limited to the following retroactive payments.

(a) Teachers employed in (i) 2000-2001, 2001-2002, 2002-2003 or (ii) 2001-2002, 2002-2003; and (iii) who were on the payroll in 2003-2004 shall receive payment equal to the average salary increase for all teachers in 2002-2003 and the average salary increase for all teachers in 2003-2004.

(b) Teachers employed in 2002-2003 and 2003-2004 shall receive payment equal to the average salary increase for all teachers in 2003-2004.

(c) Teachers employed in 2003-2004 and 2004-2005 shall receive payment equal to the average salary increase for all teachers in 2004-2005.

(d) Teachers employed for 2004-2005 only but no longer on the payroll at the time of signing this Agreement will receive retroactive pay based on their salary and the length of time worked.

8.1.2 Stipends.

(a) Teachers who accept the position of Lead Teacher shall receive a stipend of four thousand five hundred dollars (\$4,500). An employee who accepts the position of

Curriculum Coordinator shall receive a stipend of fifteen hundred dollars (\$1,500). The Success for All Coordinator or their equivalent shall receive a stipend of four thousand five hundred dollars (\$4,500).

(b) Teachers who do not continue an assignment shall have the value of the assignment differential deducted from their salary when those duties are no longer performed.

8.1.3 Pay Schedule. Teachers shall have the option of being paid either every two weeks between the beginning and end of the school year or, receiving their annual salary in twenty-six (26) bi-weekly payments. The first pay-date will be scheduled no later than the second Friday of the school year, following a one week lag payroll.

Section 8.2 New Hires

8.2.1 Hiring Range. It is understood that placement of new teachers on the salary schedule is in the sole discretion of the Principal.

Section 8.3 Extra Curricular and Stipends

8.3.1 Voluntary. Acceptance by a Teacher of an extra-curricular activity is voluntary. Pay for such activity starts only after the normal school day is completed.

8.3.2 Remuneration. Teachers will be paid one thousand dollars (\$1,000) for an activity that lasts a full year (based on a one (1) hour a week/activity), or a total of forty (40) hours for the year. An activity of less than a year, less than one (1) hour per week, or forty (40) hours, will be prorated based on this salary. Any work assigned by the Principal beyond the school year is to be paid at 1/200th per day, prorated for hours worked.

ARTICLE 9. LEAVES OF ABSENCE

Section 9.1 Annual Short-Term Leaves of Absence

9.1.1 Full-Time Teachers. Effective September 1, 2005, all full-time Teachers shall be allowed ten (10) workdays leave with pay annually in the event of personal/family illness or personal physical disability. Teachers who have exhausted their authorized sick time and then become ill are classified as "absent without pay." Teachers may accumulate up to 180 days of sick leave.

9.1.2 Credit as of the Beginning of the School Year. Days of leave for personal illness or physical disability shall be credited to each full-time Teacher at the beginning of the school year. Teachers hired after the beginning of the school year will have their days prorated.

9.1.3 Funeral – Immediate Family. All Teachers shall be allowed a maximum of five (5) days leave with pay to arrange for and attend a funeral of a spouse, child, father (-in-law), mother (-in-law), brother (-in-law), sister (-in-law), grandchild, grandparent, person residing with the Teacher or other person who has served in a parental relationship to the Teacher.

9.1.4 Funeral – Other Relatives. All Teachers shall be allowed leave with pay not to exceed one (1) day – two (2) days if the funeral is held more than seventy-five miles from Albany – to attend the funeral of an uncle or a child thereof, grandparent-in-law, niece or nephew.

9.1.5 Personal Obligations or Emergencies. All Teachers shall be allowed a maximum of two (2) days each year of personal leave with pay for his/her personal obligations or emergencies. This day may not be used immediately preceding or

following a school holiday or vacation except in emergencies. Teachers may use the phrase "Personal Leave" on the absence form. The signed form must be provided to the Principal within five (5) days of use.

9.1.6 Court. All Teachers shall be granted leave with pay for jury service, or for attendance at a trial or administrative hearing when required by subpoena or court order, or for attendance at a legal proceeding arising out of the Teacher's lawful performance of duties within the scope of his/her employment. Any remuneration received for such attendance shall be deducted from the daily pay due the employee because of his/her leave.

9.1.7 Teachers shall be entitled to receive cash compensation at one hundred dollars (\$100) a day for up to six (6) days unused, short-term leaves of absence, and personal leave (Sections 9.1.1 and 9.1.5) from the 2004-05 school year by notifying the Board no later than February 1, 2006,. Such payment shall be made on or about March 1, 2006.

Section 9.2 Educational Conference Leave

9.2.1 Edison Conference Days. Teachers who are required to attend an Edison Training that occurs outside of the normal work week shall receive one-two hundredth (1/200) of their pay for each day of required attendance. This provision shall not apply to curriculum coordinators and lead teacher training.

9.2.2 Number of Days. A maximum of three (3) days paid leave may be granted by the Board during the regular school year upon the recommendation of the Principal of Schools, to allow a full-time Teacher to attend a conference or meeting concerning with the area of his/her employment.

9.2.3 Expenses for Conferences. The Principal will approve the payment of all of the reasonable travel and living expenses of the Teacher attending an approved conference or meeting. The teacher shall submit evidence of all incurred expenses.

Section 9.3 Child Care and Family Medical Leave

9.3.1 Federal Family and Medical Leave Act of 1993.

Unpaid leaves of absence shall be granted to eligible employees under the Family and Medical Leave Act (FMLA). FMLA coverage is for a maximum of 12 weeks. All leave and benefit provisions of this agreement or under state law will be counted towards the leave and benefit provisions of the Family and Medical Leave Act of 1993 where applicable. Only as required by the FMLA, the School shall continue to provide health insurance coverage to employees absent on unpaid FMLA leave, provided that the employee continues to pay their portion of the insurance premiums. Employees may be required to provide medical certification of their need for leave and of their fitness to return to work, as well as recertification of their continued need for leave beyond 30 days. The "twelve month period" for determining eligibility for leave shall be the Edison fiscal year, August 1 through July 31.

9.3.2 Eligibility. All full-time Teachers in the School will be eligible for a leave of absence in connection with the care of the Teacher's dependent child under the conditions of Section 9.3

9.3.3 Application and Commencement. The leave shall begin on a date designated by the Teacher. In determining the starting date, the Teacher will take into consideration any reasonable requests from the Board and such leave shall begin no later than one year after the date of birth or adoption. Application for the leave shall be filed at least thirty

(30) days prior to the estimated initial date of leave, unless circumstances are such that the Teacher is unable to give reasonable advance notice.

9.3.4 Unpaid Duration. The leave of absence shall be without pay or other monetary benefits for a maximum of up to twelve months. The number of months will be indicated by the Teacher on the application for leave. If the Teacher does not indicate the maximum leave, the Teacher may request to extend the leave up to a total of twelve months. All such extensions of leaves are subject to the approval of the Board on the recommendation of the Principal. Such extensions shall not be unreasonably denied, but the Board may consider the potential for disruption to the educational program of the school in determining whether to grant the request. All such leaves shall end at the end of a school year or at the end of a school term or semester; provided, however, that the Board may, in its sole discretion, waive this provision concerning when leave must end. This leave shall not be counted for the purpose of salary increments.

9.3.5 Return. Requests to resume active employment prior to the expiration of the leave will be granted by the Principal/designee to the first available vacant position in the Teacher's area of certification. The Teacher will, in any case, reconfirm an intention to return to duty following the expiration of the leave by written communication on or before April 1st preceding a first semester return date, or on or before December 1 preceding the second semester return date.

ARTICLE 10. GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement.

B. Step I - Informal Level

The aggrieved teacher or the Association will present the claim directly to the Principal within twenty (20) school days of the occurrence of an alleged grievance. The presentation may be made orally or in writing. The aggrieved teacher and the Principal shall attempt to resolve the matter informally. The Principal shall respond to the grievance within ten school days. Failure to respond within ten (10) school days of this meeting shall be interpreted as a denial of the grievance.

C. Step II - Formal Written Grievance

If the Association is not satisfied with the disposition of the grievance at Step I, the Association shall appeal the grievance, in writing, to the Board of Trustees within seven (7) school days of the denial of the Principal. The Board of Trustees or its designated members shall conduct a hearing with the Association within ten (10) school days after receipt of the grievance. The Board or its designee shall render a decision in writing to the teacher within ten (10) school days after the conclusion of the hearing.

E. Step III - Arbitration

If the Association is dissatisfied with the answer at Step II, and wishes to proceed further, within fifteen (15) school days after receipt of the answer, the Association may file a Demand for Arbitration with the American Arbitration Association. The Principal and the Chair of the Board of Trustees shall be copied on the appeal.

The arbitration shall be governed by the rules of the American Arbitration Association.

The arbitrator shall be bound by the terms of the agreement and shall have no power to add to, subtract from or modify the agreement. The arbitrator shall only have the power to decide the issue presented by the parties.

The decision of the arbitrator shall be binding on both parties to the dispute and his/her decision shall be final, except as otherwise provided in Article 3, and such review of "cause" to discipline or discharge will be advisory only. The decision of the arbitrator shall set forth findings of fact, reasoning, conclusions and a remedy, if any. The fees and expenses of the arbitrator shall be divided equally between the School and the Association.

The purpose of the grievance procedure is to settle amicably, equitably, informally and as promptly as possible all grievance claims arising under the contract.

Any "time" limitations provided in this grievance procedure at any stage may be modified and extended in writing by the mutual consent of the parties.

ARTICLE 11. INSURANCE

Section 11.1 Health Insurance

11.1.1 Health Insurance Coverage. Each Teacher shall have the choice to enroll in one of the plans listed below. The Teacher shall designate if they wish a single, couple or family plan on their enrollment form.

(a) **Empire BlueCross BlueShield HMO Plan.** \$10.00 office visits co-pay, \$10/\$15/\$30 prescription co-payments (two month supply) and coverage for full time students to age 25.

(b) **CIGNA.** \$10.00 office visits co-pay, \$10/\$15/\$20 prescription co-payments (two month supply) and coverage for full time students to age 25.

(c) **Vision Care.** The rider shall be continued with the plans offered.

11.1.2 Board Contribution.

(a) For each Teacher enrolled in a health insurance plan described in paragraphs 11.1.1 of this Agreement, the Board will pay seventy-five (75%) percent of the annual premium.

(b) Effective with the 2005-2006 school year the Board will pay eighty-three percent (83%) of the annual premium.

11.1.3 Dental. The School will continue to provide a dental plan to each employee. The Board will pay seventy-five (75%) percent of the annual premium.

11.1.4 Leave of Absence. Teachers on long term leave of absence without pay may continue to participate in the Board's insurance plans by paying for the premiums according to COBRA rules and regulations.

11.1.5 Health Insurance Buyout. An employee who has proof of alternate health insurance coverage shall have the option of declining or withdrawing from the School's health insurance plan or electing a different coverage option. Such employee shall execute any and all documents necessary to effect such declination or withdrawal or change of coverage option and such option shall occur between September 1 and September 30 of each school year. In the event of such declination, withdrawal or change of coverage option, the School shall pay to such employee, at the end of each school year, the following sums.

<u>Coverage Change</u>	<u>Amount</u>
Family or 2 person coverage to no coverage	\$3,000
Individual coverage to no coverage	\$1,500

Employees hired after September 25 shall exercise the option within 30 days of hire and shall receive the benefit prorated.

An employee, having withdrawn or declined coverage, may rejoin the plan if he or she is no longer to be covered by such alternate health insurance coverage in accordance with the rules, regulations and procedure of the School's insurance carriers, and submit proof of such qualifying condition.

Section 11.2 Insurance

11.2.1 Life Insurance. Edison will provide each employee with life insurance coverage equal to two (2) times the employee's annual base salary, up to a maximum benefit of \$500,000 at no cost to the employee.

11.2.2 Accidental Death and Dismemberment. Edison will provide a benefit up to two (2) times an employee's annual base salary, up to a maximum of \$500,000 at no cost to the employee.

11.2.3 Long-Term Disability (LTD). Edison will provide LTD coverage that will pay sixty (60) percent of the employee's salary up to a maximum of \$10,000 per month. An employee is eligible to collect LTD after ninety (90) continuous days of disability, at no cost to the employee.

ARTICLE 12. RETIREMENT

12.0.1 New York State Teachers' Retirement System. All teachers shall be enrolled in the New York State Teachers' Retirement System.

12.0.2 403 (b) Plans. Teachers are eligible to participate in the Edison 403(b) Plan on the first day of the month following thirty (30) days of employment as a full-time regular employee. Each Plan is governed by the IRS Regulations that are applicable.

12.0.3 Direct Deposit. Teachers, at their option, are eligible to have their paycheck direct deposited in a designated bank or credit union.

ARTICLE 13. LEADERSHIP TEAM

There shall be a Leadership Team for the school, which shall include members appointed by the administration, Lead Teachers, and the President of the Association.

It shall be the responsibility of the Leadership Team to recommend and develop school policies and procedures that support continuous educational improvement; monitor student achievement and progress; assure adjustments or changes in practice to improve student achievement and school quality; and provide leadership in collaboration with its principal in supporting school services and programs and fulfilling school planning and public reporting requirements.

ARTICLE 14. PERSONNEL RECORDS

All materials related to a teacher's employment shall be contained in one centralized personnel file. Upon reasonable notice a teacher shall have access to such file and shall have the right to make copies of any materials contained therein. Any material that reflects either negatively on the teacher's performance or character shall be provided to the teacher at the time it is placed into the personnel file.

ARTICLE 15. ASSOCIATION RIGHTS

15.0.1 Association Leave. When it is necessary for representatives of Association to engage in Association activities directly relating to Association duties, which cannot be performed other than during school hours, upon the approval of the Principal or his/her designated representative within a reasonable time in advance, they shall be given such time, without loss of pay, as is necessary to perform any such activities. The Association President/designee, may designate up to three (3) days at full pay (during the regular school year) for use by authorized representatives of the Association to attend the annual NYSUT convention. The costs of any required substitutes will be paid by the Association. The Association and its officers recognize and agree that this privilege should not be abused.

15.0.2 Names to be Provided. The Association shall advise the Principal of Schools in writing of the names of each officer, committee member or other duly authorized representative of the Association and their successors. The Principal/designee will provide the Association with lists of new Teachers and their building assignments in September.

15.0.3 Copies of Agreement. Copies of this Agreement shall be reproduced at the expense of the Board and given to all Teachers.

15.0.4 Use of School Facilities. The Association shall have use of the teacher's mailboxes for distributing official union business. There shall be a designated bulletin board within the school for use by the Association. The Association shall be allowed access to the School's e-mail system for communicating with its members.

ARTICLE 16. GENERAL

16.0.1 Complete Agreement. This Agreement constitutes the full and complete agreement of the parties and may be altered; changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written signed amendment.

16.0.2 Contrary to Law. If any provision of this Agreement or any application of the Agreement to any Teacher or Teachers shall be found contrary to law, then such provisions or application shall not be deemed valid except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

16.0.3 TAYLOR LAW STATEMENT. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

16.0.7 Duration. This Agreement shall become effective the 1st day of July, 2002, and shall continue in effect through the 30th day of June, 2008. The expiration date may be extended in writing, by mutual agreement of the parties.

For the Board:

Alvaria Hill

May 10, 06
Date

For the Association:

LA Cowles
Plater

4-27-06
Date
5/4/06

APPENDIX A

TEACHER PERFORMANCE APPRAISAL

- A. Components: The teacher appraisal process consists of the following components, described in detail below:
 - 1. Observation of the teacher by the principal, academy director, lead teacher and/or peers
 - 2. A professional growth plan.
 - 3. A professional portfolio
 - 4. A self-appraisal based on Edison's school performance standards and guidelines.
 - 5. A summative assessment by the principal or teacher's immediate supervisor.
- B. Standards, Areas of Evaluation, and Levels of Performance
 - 1. The performance appraisal process shall be based on Edison's school performance standards and guidelines, which shall serve as a guide for lead teachers, academy directors and principals to use when observing and appraising teachers in classrooms and other settings.
 - 2. Teachers shall be evaluated in three areas, listed below. (A complete set of school performance standards and guidelines are found in Edison's Partnership School Performance Standards.)
 - a. Curriculum and Instruction
 - standards and guidelines for each area of the curriculum
 - standards an guidelines for building the learning environment
 - b. Family and Community
 - standards and guidelines related to outreach to families and the community
 - c. Technology
 - standards and guidelines for Technology as a Second Language (TSL)
 - standards and guidelines for curriculum integration
 - 3. The teacher performance appraisal process shall be phased in over a period of three years to allow teachers the time to become fully acquainted with the Edison program. Teachers will be expected to demonstrate beginning or developing levels of performance by the end of their first year in an Edison school. To meet professional expectations in year two, teachers will be expected to advance from beginning to developing and/or from developing to proficient performance levels in most performance areas. By the end of year three, teacher performance is expected to be at

the proficient or exemplary level in most performance areas, in order to achieve a summary rating of "meets professional expectations.

C. Observations in Professional Settings.

1. The observations are both formal (scheduled in advance) and informal (ongoing).
2. Formal observations shall take place at least once and preferably twice a year, although the number will depend upon the size of the school, the frequency of ongoing observations, the particular needs of the teacher, and the concerns of the supervisor. Before the formal observation begins, the supervisor and the teacher will discuss the expectations and the context for the observation, using a completed Pre-Observation Conference Agenda form to guide their discussion. After the observation session, the supervisor and the teacher will discuss the observed lesson and the teacher's effectiveness in meeting the school performance standards related to the lesson. The supervisor will then write a narrative report summarizing his or her observations, using the report form for classroom observations. The teacher will include a copy of the observation report in his or her Professional Portfolio and the principal will keep the original report in a confidential file.
3. Informal observation are ongoing and take place in the context of a professional environment in which overall professional performance is reflected in day to day performance and in contacts with peers, students, parents, and others.
4. Observations by one's mentor teacher or peer may be included in the professional portfolio.

D. Professional Growth Plan

1. Each teacher shall develop a professional growth plan each year. The plan will include specific professional development goals derived from the school performance standards and guidelines, a plan for achieving goals; and a self-appraisal - evidence of and reflection on progress.
2. The plan shall be specific to teacher and house team needs. In the start-up year, house teams shall develop plans jointly. Thereafter, planning shall occur individually, with at least one goal developed with the house team. Such plans shall be aligned with school wide improvement efforts.
3. Special-subject and other program staff shall develop professional growth plans in collaboration with house teams, lead teachers, colleagues, and/or other organizational units consistent with school organization.

4. Professional growth plans shall address short-term and long-term goals as they relate to the school performance standards and focus areas identified by the house team and/or supervisor.
5. Professional growth plans are subject to approval by the principal or his/her designee, and/or lead teacher; are assessed yearly in self-appraisal; and are part of the summative evaluation.

E. The Professional Portfolio

1. In the Professional Portfolio, the teacher shall collect evidence that will demonstrate effective work in the classroom, the school, and the community. For example, the portfolio might include a sample of a curriculum unit, a video of a successful lesson, a survey created to assess parents' reactions to home-school communications, or work generated as part of a team.
2. Each item in the portfolio shall be accompanied by a brief narrative discussing why the item was included, what school performance or student academic standard it supports, and what is strong, good or noteworthy about it.
3. The portfolio shall be submitted to the principal or designee by May 1 of each year, and will be returned upon completion of the summative assessment.
4. The portfolio shall include: observation reports from formal observations, lesson plans, and self-appraisal based on school performance standards and guidelines, Professional Growth Plan, evidence of student achievement, student work with anecdotal/analytical descriptions, evidence of customer satisfaction, evidence of contributing to Edison systems and/or school growth, peer observations, personal reflections, other indicators of professional accomplishments.

F. Self-Appraisal

1. Each professional staff member shall complete a self-appraisal twice a year using the school performance standards and guidelines. The purpose of the self-appraisal is to help staff identify goals that need to be addressed in the Professional Growth Plan as well as professional development goals that may be common to their house teams.
2. The self-appraisal process shall be based on the school performance standards and guidelines.
3. All staff shall assess progress in achieving standards for the Learning Environment (Instruction, Character Education, and Classroom Management).

4. In the first year of Edison operation, Primary and Elementary Academy teachers shall assess personal progress in achieving standards for reading (Early Learning/Roots/Wings) and math; Junior, Senior, and Collegiate Academy teachers shall also assess personal progress in achieving standards for core subjects.
5. After the first year of Edison operation, teachers shall assess personal progress in achieving performance standards in core subject areas, building the learning environment, technology, and family and community outreach.)
6. Special-subject teachers and professional program staff shall assess personal progress in meeting performance standards in their respective subjects or programs, in building the learning environment, and in reading if applicable.
7. The initial self-appraisal shall be completed by the end of the first quarter. The final self-appraisal shall be completed by May 1st of each year.
8. The self-appraisal shall be an integral part of the summative evaluation, and shall be used to generate the Professional Growth Plan.

G. Summative Evaluation

1. The Principal or designee shall produce a summative evaluation of each teacher each year, based upon information gathered from formal and informal observations, student performance data, and the teacher's Professional Portfolio.
2. The summative evaluation shall include a summary performance rating that will serve as the official record documenting the teacher's overall performance.
3. The summary performance ratings are:

Does Not Meet Expectations - Teacher has not demonstrated professional practices consistent with the school performance standards and guidelines.

Meets Professional Expectations - Teacher has demonstrated appropriate progress in meeting school performance standards. (See expectations, above.)

Exceeds Professional Expectations - Teacher has demonstrated appropriate progress in meeting school performance standards, and has documented in the Professional Portfolio significant accomplishments related to student achievements, customer satisfaction, and Edison/School system growth.

In the portfolio, teachers should provide evidence of student achievement and student test results, as well as personal reflections on the factors that may contribute to student performance. Within the context of student performance accountability, the teacher accepts responsibility for evaluating students' performance data, identifying areas in need of improvement, and developing teaching strategies and professional growth plans directed toward improving teaching and learning.

Clearly Exceeds Expectations - Teacher is performing at the exemplary level in most school performance areas, and has document in the professional portfolio significant accomplishments related to student achievement, customer satisfaction, and Edison/School system growth.

4. The summative evaluation of senior teachers and lead teachers shall include a supplement designed to assess their performance relative to the additional responsibilities associated with the position.

APPENDIX B
SALARY SCHEDULE

2002-03			2003-04		
<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>Step</u>	<u>BA</u>	<u>MA</u>
1	38,800.00	40,800.00	1	39,576.00	41,616.00
2	39,576.00	41,516.00	2	40,367.52	42,448.32
3	40,367.52	42,448.32	3	41,174.87	43,297.29
4	41,174.87	43,297.29	4	41,998.37	44,163.23
5	41,998.37	44,163.23	5	42,838.34	45,046.50
6	42,838.34	45,046.50	6	43,695.10	45,947.43
7	43,695.10	45,947.43	7	44,569.00	46,866.38
8	44,569.00	46,866.38	8	45,460.38	47,803.70
9	45,460.38	47,803.70	9	46,369.59	48,759.78
10	46,369.59	48,759.78	10	47,296.98	49,734.97
			11	48,242	\$50,730

2004-05			2005-06		
<u>Step</u>	<u>BA</u>	<u>MA</u>	<u>Step</u>	<u>BA</u>	<u>MA</u>
1	40368	42448	1	41478	43616
2	41175	43297	2	42308	44488
3	41999	44163	3	43153	45377
4	42838	45046	4	44016	46285
5	43695	45948	5	44896	47212
6	44569	46866	6	45795	48155
7	45460	47803	7	46711	49118
8	46369	48760	8	47644	50101
9	47297	49735	9	48598	51103
10	48243	50730	10	49570	52125
11	49207	51744	11	50560	53167
12	50,192		12	51571	54231
			13	52,603	

APPENDIX B

SALARY SCHEDULE (Continued)

2006-07			2007-08		
Step	BA	MA	Step	BA	MA
1	42722	44924	1	44110	46384
2	43577	45822	2	44992	47311
3	44448	46739	3	45893	48258
4	45336	47674	4	46810	49222
5	46243	48628	5	47747	50207
6	47168	49599	6	48702	51212
7	48112	50591	7	49676	52236
8	49074	51604	8	50669	53281
9	50056	52636	9	51683	54347
10	51057	53689	10	52716	55433
11	52077	54762	11	53771	
12	53118	55858	12	54845	
13	54181	56975	13	55943	
14	55265		14	57061	
			15	58202	